John Brockman Associates, Inc. 2307 Broadway New York, New York 10024 (212) 874-0500

Katinka Matson
Vice-President

October 28, 1983

Stewart Brand
Whole EarthSoftware Catalog
Box 428
Sausalito, Ca 94965

Dear Stewart:

Herewith the contract from Corgi for the WESC.

1. Please note Clause 7(b). Book clubs will not take trade paper backs in the U.K. so Mary Hall Mayer asks that you consider letting Corgi license hardover.

2. Please look at Clause 11 along with the attached Rider re updates.

Once finalized, please initial the bottom of each page,/sign on page 8, /and by
and on the Rider, and return the contract to us. Clause 24

Best regards,

Katinka Matson

KM:dd
encl.

Federal Express (27 Gate Five Road, Sausalito, CA 94965)

Clause 2(a): (**) However, the Proprietor shall not be liable for any expnditure in excess of £100.00 (one hundred pounds sterling) unless the Publishers

have consulted fully with the Proprietor with regard to any such claim, suit, action or proceeding. The Proprietor shall have the right to retain his own Counsel at his own interest.

licence in respect of any rights in the said work which derogate from the grant hereby made; that the said work* is in no way a violation of any existing copyright and that it contains nothing obscene scandalous indecent or blasphemous, or libellous or defamatory and that all statements contained therein purporting to be facts are true; and the Proprietor agrees to indemnify and keep indemnified the Publishers against any loss injury and/or damages (including any legal costs and disbursements paid by the Publishers on the advice of Counsel to compromise or settle any claim) occasioned to the Publishers in consequence of any breach of this warranty or arising out of any claim that the said work constitutes an infringement of copyright or contains libellous or defamatory matter. (**)

(*)as per the Proprietor's delivery of mechanicals only

(**)Pls. see the top of this page

(b) The indemnities and warranties hereby given shall be deem to extend to any licensee or sub-licensee of the Publishers and any Printer, Publisher or Bookseller whom the Publishers shall in the ordinary course of its business expressly or impliedly agree to indemnify by reason of the said work containing or allegedly containing any obscene indecent libellous defamatory scandalous or improper material.

(c) The foregoing warranties and indemnities shall survive the termination of this Agreement.

3. (a) The Proprietor shall supply to the Publishers (~~free of cost to the Publishers~~) camera-ready mechanicals

of the said work ~~containing approximately~~ ---------- ~~words,~~ ready for the printer no later than July 31st 1984.

(b) In the event of the failure of the Proprietor to so deliver said ~~manuscript~~;* the Proprietor upon written demand by the Publishers, shall return all sums advanced to the Proprietor hereunder and this agreement shall be deemed terminated, it being understood, however, that the Proprietor may not thereafter submit ~~a manuscript for~~ the work to any other publisher before offering it to the Publishers under the terms herein contained.

(*) mechanicals

~~(c) If the manuscript is not sufficiently legible, the Proprietor~~ shall have fifteen (15) days in which to ~~deliver a re-typed~~ manuscript. Upon the Proprietor's ~~failure to do so~~, the Publishers shall have the ~~right to have the manuscript re-typed at the Proprietor's expense.~~

~~(d) The Publishers reserve the right to edit all or any part of~~ the completed manuscript submitted by the Proprietor ~~and~~ to request substituted or additional material ~~prior~~ to publication. The Proprietor agrees to make ~~necessary~~ revision to the said work if requested to do so ~~by the Publishers~~.

~~(e) Notwithstanding anything herein contained, in no event shall the~~ Publishers be obligated to publish a work which in the ~~judgement~~ of their solicitors may lead to legal liability. ~~In the event~~ the Proprietor fails to make the work legally ~~publishable~~ within sixty (60) days of the Publishers' ~~notice~~, the Proprietor shall return all monies paid whereupon ~~this agreement shall be deemed terminated.~~

~~4. (a) The Publishers (in conjunction with the Proprietor and/or its~~ agents, if any) shall endeavour to licence the ~~right to publish~~ a hard-cover edition of the work and ~~any such licence~~ may include the assignment of the ~~right to sublease~~ certain subsidiary rights specified in Clause ~~7 hereof.~~

(b) The Publishers shall at their own expense and risk publish a trade paperback edition of the said work* unless prevented by circumstances beyond their control. (*) within six weeks of delivery of camera ready mechanicals

5. The Publishers shall pay the Proprietor, as an advance against royalties (under Clause 6(a) hereof) and all other earnings hereunder, the sum of: £40,000 (forty thousand pounds)

payable: £20,000 (twenty thousand pounds) on signature of the contract by both parties to be paid within ten (10) days of return of contract; and
£20,000 (twenty thousand pounds) on delivery of camera-ready mechanicals.

6. (a) The Publishers shall (except as otherwise provided herein) pay the Proprietor a royalty of 10% of the British published price on copies sold in the British Isles and Republic of Ireland and 8% of the British published price on copies sold in the overseas territory on the first 150,000 copies sold and thereafter 12½% of the British published price on copies sold in the home market and 10% on copies sold in the overseas territory. These rates to prevail up to a discount of 55%; thereafter royalty to decline ½% per 1% increase in discount, the total royalty not to be less than 2/3 the prevailing rate as per normal discount sales,

Mail order sales: 10% of amount received

of the Publishers' editions of the said work, provided that nothing herein contained shall be deemed to render any royalty payable in respect of any copies of the said work returned to the Publishers or destroyed or presented to the Proprietor free or sent to the Press for review.

(b) The Publishers shall not later than three months after each June 30th and December 31st deliver to the Proprietor a statement showing the number of copies sold of the trade paperback edition of the said work ~~and, where accounts of sales of any hardcover edition have been reported by the hardcover publisher, the number of copies sold of any such hardcover edition of the said work~~, together with payment of any monies then due. (*) Pls. see attached Rider.

(c) In respect of the Publishers ~~paperback~~ edition of the work, the Publishers shall have the right to set aside as a reserve against returns 20% of royalties earned as shown on the publishers' first royalty statement after first publication ~~xxx xxxxxxxx xxx xxxxxxx

7. The Publishers have the exclusive right with the prior written approval of the Proprietor to arrange for the sale of the following subsidiary rights in the territories granted to them herein and the amounts received from any such sales will be divided between the Proprietor and the Publishers in the following proportions and payment made within 14 (fourteen) days of receipt by the Publishers less the amount of any of the advance specified in Clause 5 herewith, which remains unearned at that time. ~~on the Publishers' normal accounting dates, once the advance specified in Clause 5 has been earned. If any of the subsidiary rights marked with an asterisk are included in a sub-licence to a publisher of the work in hardcover the Proprietor shall receive of the amount received by the Publishers from the hardcover publisher for the sale of the said subsidiary rights, regardless of the percentages set forth below.~~

	Proprietor	Publishers
~~(a) Hardcover edition in the English language:~~	~~50%~~	~~50%~~
* (b) Book Club; or any other edition published in the English language for sale within the territories covered by this agreement under licence from the Publishers, including Large-print and/or Library editions in hardcover:	50%	50%
* (c) Digest (i.e. publication of an abridgement of the work in a single issue of a periodical or newspaper) and Book Condensation (i.e. publication of a shortened form of the work in book form):	50%	50%
* ~~(d) First serial extract or extracts (i.e. pre-book publication):~~	~~90%~~	~~10%~~
~~(e) Post-publication extract or extracts in newspapers or periodicals:~~	~~75%~~	~~25%~~
~~(f) Single issue publication (i.e. publication of the entire work in one issue of a periodical or newspaper):~~	~~50%~~	~~50%~~
(g) Anthologizing and quotation (i.e. publication of extracts from the work including maps, plans or other illustrations in the work in books):	50%	50%
~~(h) U.S. publication (other than by the Publisher):~~	~~75%~~	~~25%~~
~~(i) Translations:~~	~~75%~~	~~25%~~
~~(j) Strip cartoons and/or Book Picturisation:~~	~~50%~~	~~50%~~

	Proprietor	Publishers
~~(k) Dramatisations and films (motion pictures):~~	~~75%~~	~~25%~~
(l) Television dramatisations:	75%	25%
(m) Merchandising and other commercial derivations:	50%	50%
(n) Non-dramatic Sound Broadcasting (readings of the work over radior or television):	~~75%~~	~~25%~~
~~(o) Reproduction of the work or any part of it by film micrography, Xerography, gramophone records, or by means of any other mechanical or electronic methods whether by sight or sound or a combination of both (except when such reproduction is for use in conjunction with a commercial cinematograph film):~~	~~50%~~	~~50%~~

~~8. In the event of the Publishers manufacturing and selling copies~~ of a hardcover edition of the said work to a hardcover Book Club or to any other organisation ~~selling hardcover~~ books within the territories covered by this agreement the Publishers shall ~~pay the~~ Proprietor 10% ~~(ten per cent) of the amount received from such sale.~~

~~9. The Publishers may grant a motion picture company the right to~~ publish or cause to be published excerpts, summaries ~~or~~ quotations from the said work of not more ~~than 7,500~~ words in length, to be used only in connection with advertising or exploiting motion pictures or ~~dramatisations based upon the said work.~~

10. If in the opinion of the Proprietor ~~and the Publishers~~ illustrations, maps or diagrams are considered necessary in the work, material suitable for reproduction shall be supplied by the Proprietor ~~at the Proprietor's own expense at the same time the typescript of the work is delivered.~~ The Proprietor shall at his own expense obtain from the owners of any material in the work of which the copyright is not his own written permission for the use of such material.

11. To keep the work up-to-date the Proprietor, ~~if called upon by the Publishers~~, shall without charge to the Publishers edit and revise all editions of the work* during the currency of this Agreement and shall supply any new matter that may be necessary to that end. In the event of the Proprietor neglecting or being unable by reason of death or otherwise to edit or revise the work, or supply new matter where needed, the Publishers may engage some other person to edit or revise the work, or

(*) Pls. see attached Rider.

to the proprietor under this Agreement.

12. The Publishers/in written consultation with the Proprietor shall have entire control of the publication of the work, and all details of the production, including choice of materials,(*) ~~design of cover, arrangement of illustrations, if any,~~ and other embellishments, shall be/~~at their sole discretion.~~ The number and destination of free copies shall be left to the sole discretion of ~~both the paperback and hard-cover~~ the Publishers who shall bear all expenses in connection therewith. Except as otherwise provided, the Publishers shall bear all expenses of production and advertising except the amount, if any, by which the cost of the Proprietor's corrections of proofs other than printer's error, exceeds ten (10) per cent of the cost of type-setting, which excess amount shall be settled by the Proprietor within 3 months of first publication of the work.

(*) price /subject to the Proprietors approval, such approval not to be unreasonably withheld.

(a) Pls. see attached Rider.

13. The Proprietor shall be entitled to receive ~~six presentation copies of the hardcover edition of the said work and~~ twelve copies of the/~~paper-~~/Publishers ~~back~~ edition of the said work ~~and shall be entitled to purchase further copies for personal use at the lowest trade price.~~

(a) Pls. see attached Rider.

14. (a) The Publishers undertake to reproduce faithfully the text supplied to them by the Proprietor and that there shall be printed on the appropriate page of each copy of their edition the following Universal Copyright Convention copyright notice:

Copyright © Point Foundation SB

~~(b)--If applicable, it is agreed that in the paperback edition of the work an acknowledgement that the said work was previously published in hardcover in Great Britain will be printed.~~

15. In the event of the bankruptcy or the liquidation (except for liquidation for the purpose of reorganisation) of the Publishers, or if the Publishers shall default in accounting or making payments to the Proprietor as set out in this Agreement or if the Publishers shall fail to comply with any other terms and conditions of this Agreement and neglect to rectify such failure within three (3) months of receiving written notice to do so from the Proprietor, then all rights to publish or sell the work or enter into any sub-licences shall revert immediately to the Proprietor and the Proprietor shall for ninety (90) days thereafter have the option of buying any plates and/or remaining copies of the work at the fair market value thereof to be determined by agreement or by arbitration.

16. If not less than ~~two~~* years from first ~~paperback~~ publication the Publishers' ~~paperback~~ edition is out of print and off the market and no edition under licence from the Publishers is in print or about to be published and if the Publishers shall fail to put in hand a new edition within three months of having received a written request from the Proprietor to do so, then all rights hereby granted shall revert to the Proprietor except that if there are then operative any sub-licences granted hereunder by the Publishers, the Publishers will continue to receive their share of income arising from such sub-licences until the expiration of such sub-licences.

*) one

17. Upon the termination of this Agreement all rights to the said work granted hereunder shall revert to the Proprietor and the Publishers shall not thereafter manufacture any further copies, provided that notwithstanding such termination the Publishers shall be entitled to dispose of copies of the said work then held by or to the order of the Publishers subject to the payment of monies thereon as provided by this agreement.

18. The Publishers shall not be under any liability to the Proprietor in respect of any breach or non-fulfilment of any of the provisions hereof to be observed or performed by the Publishers if and in so far as such breach or non-fulfilment shall be attributable to act of God or act of terrorism storm tempest fire war restraint or prohibition of Governmental authority strike lockout combination of workmen failure or default of printers suspension or breakdown of transportation or freight facilities shortage or interruption of printing or manufacturing facilities shortage of supply of materials or any other matter or thing whether or not similar to any of the foregoing which is not within the control of the Publishers.

19. If in the opinion of the Publishers* the continued sale of their paperback edition of the work shall cease to be profitable the Publishers may subject to the Net Book Agreement of the Publishers Association sell at such price and in such manner as it may think desirable all or any of its then existing stock of copies of the work and shall pay to the Proprietor on each copy so sold in lieu of the royalties payable under Clause 6(a) hereof a royalty of ~~5% (five per cent)~~** of the net amount received by the Publishers on such sale. Provided that if any such copies are sold at cost of manufacture or less no royalty shall be payable in respect thereof either under Clause 6(b) hereof or under this Clause.

(*)not less than one year from initial publication

(**) 10% (ten per cent)

20. If the Publishers consider that the copyright in the work has been infringed, the Publishers shall be at liberty to take such steps as they may consider necessary for dealing with the matter; and if they desire to take proceedings they shall if necessary, on giving the Proprietor an indemnity against liability for costs, be entitled to use the Proprietor's name as a party to such proceedings, but at the same time to control, settle or compromise as they think fit. In the event of any recovery the sum is to be applied first to all costs and expenses of the proceedings; second to compensate the Publishers or their licensees (if any) for the reduction in value, if any, of existing stocks of the work resulting from the infringement of copyright; and the balance to be divided equally between the Proprietor and the Publishers.

~~21. The Proprietor agrees that if the Publishers' associated company,~~ Bantam Books Inc. (incorporated in the U.S.A.) has acquired or ~~should~~ acquire American paperback rights in the said work, the ~~Publishers~~ may at their discretion exercise their rights and fulfil ~~their~~ obligations herein by publishing in the exclusive and ~~non-exclusive~~ territories the subject of this Agreement the said ~~American~~ paperback edition of the work in lieu of the Publishers' ~~edition~~ and in that event the Publishers shall be liable for payment ~~of royalties~~ as set out in Clause 6(a) hereof upon all retail sales ~~of~~ such edition and for the purposes of this Agreement any copies of ~~such~~ American edition of the work shall be treated as if they we ~~copies~~ of the Publishers' edition save that the provisions of Clause

22. No contracting party to this Agreement shall assign the benefit of the Agreement or any part thereof without the written consent of the other contracting party.

23. The Publishers shall be entitled to authorise free of charge the recording of the work in Braille or as a Talking Book for the use of the blind and/or the microfilming of the work for the use of handicapped persons, such permission to be given only for use of the material on a non-commercial basis.

24. ~~It is agreed that the Publishers may advertise in the front and back matter and on the covers of the said work other works published by them.~~ No advertising will be printed in, or will be included (bound or unbound), with, or distributed with or inserted into any copies of the Publisher's edition or any of its licensee's edition of the Work, without Author's prior written consent.

INITIAL HERE

~~25. The Proprietor agrees that the Publishers may have the first opportunity to read and consider for publication the Proprietor's next fiction/non-fiction work that he may write or control after the work which is the subject of the present Agreement on terms to be agreed, such terms to be fair and reasonable. The Publishers shall give their decision on the said option work within six weeks of receiving a complete typescript or full synopsis of it. If terms shall not be agreed the Proprietor shall be at liberty to enter into an agreement with another publisher, provided that the Proprietor shall not subsequently accept from anyone else less favourable terms than those offered by the Publishers.~~

26. All statements of account and all monies due hereunder shall be paid to the Proprietor's agents:

Marlu Literary Agency
15 Redcliffe Square
London SW10 9JX

who are authorised to collect and receive such monies and the said agents are hereby empowered by the Proprietor to conduct negotiations with the Publishers in respect of all matters arising in any way out of this Agreement.

27. This Agreement shall be interpreted in all respects in accordance with the laws of England.

**see below for Clause 28.

As WITNESS the hands of the parties hereto the day and year first above written.

For and on behalf of the Proprietor:

.....

For and on behalf of the Publishers:

.....
Director

28. The Publishers undertake that their advertising and promotion budget for

the said work shall not be less than £25,000 (twenty five thousand pounds).

RIDER attached to and forming part of the Agreement between CORGI BOOKS (a division of Transworld Publishers Limited) and POINT FOUNDATION for publication of THE WHOLE EARTH SOFTWARE CATALOG dated this 20th day of October, 1983.

Clause 6(b): (*) The Publishers will use their best endeavours to pay the Proprietor any monies earned in excess of the advance within 14 days of receipt by Publishers.

Clause 11: (*) on either an annual basis or as the need to return to press arises, based on mutual agreement with the Publishers.

Clause 11(a): Should the Proprietor deliver to the Publishers such updates in the form of camera ready mechanicals, the Proprietor shall be paid an amount equal to the Proprietor's actual cost for such mechanicals.

Clause 12(a): The Publishers agree to pay the Proprietor a one-time fee not to be charged against the Proprietor's royalty account for the preparation of camera ready mechanicals of the Work, such fee to be mutually agreed between the Proprietor and Publisher.

Clause 13(a): The Publishers shall permit the Proprietor to purchase additional copies at a discount of seventy per cent (70%) off the British published price provided the Proprietor purchases a minimum quantity of one thousand (1,000) copies on a non-returnable, royalty exclusive basis, to be paid for by the Proprietor to Publisher within ninety (90) days of delivery to Proprietor.

Clause 29: The Publishers shall not change the title of the Work without the Proprietor's consent in writing.

Clause 30: The Proprietor shall have the non-exclusive right to solicit mail orders by direct mail or through its magazine publications.

Initialled _____
Proprietor

Initialled _____
Publisher

15 Redcliffe Square—London. S.W. 10 9JX—Tel: 01-373-9271

Registered in England No. 2591851 Telex: 8954174 INTCOM G

SCHEDULE II

The Territories granted exclusively by the Proprietor to the Publishers:

AFRICA

Botswana
~~Egypt~~
Gambia, The
Ghana
~~Ivory Coast~~
Kenya
Lesotho
~~Madagascar~~
Malawi
Mauritius
Nigeria
St Helena, Ascension & Tristan da Cunha
Seychelles
Sierra Leone
~~Somali Republic~~
South Afria
South-West Africa
~~Sudan~~
Swaziland
Tanzania
Uganda
Zambia
Zimbabwe

AMERICA - NORTH

Canada

AMERICA - Central & WEST INDIES

Anguilla
Antigua & Barbuda
Bahamas
Barbados
Belize
Cayman Islands
Dominica
Grenada
~~Guadaloupe~~
Jamaica
~~Martinique~~
Montserrat
~~Netherlands Antilles~~
St Kitts & Nevis
St Lucia
St Vincent
Trinidad & Tobago
Turks & Caicos Islands
Falkland Islands
Guyana
Surinam
British Virgin Islands

ASIA

~~Bahrain~~
Bangladesh
~~Bhutan~~
Brunei
~~Burma~~
Hong Kong
India
~~Iran~~
~~Iraq~~
~~Israel~~
~~Jordan~~
~~Kuwait~~
~~Lebanon~~
Malaysia
Maldive Islands
~~Nepal~~
~~Oman~~
~~Pakistan~~
~~Qatar~~
~~Saudi Arabia~~
Singapore
Sri Lanka
~~Syria~~
~~United Arab Emirates~~

OCEANIA

Australia
Fiji
Gilbert Islands
Nauru
New Hebrides
New Zealand
Papua New Guinea
Samoa, Western
Solomon Islands
Tonga
Tuvalu

EUROPE & MEDITERRANEAN

~~Andorra~~
~~Austria~~
~~Belgium~~
Cyprus
~~Denmark~~
~~Finland~~
~~France~~
~~Germany, Federal Republic~~
Gibraltar
~~Greece~~
~~Iceland~~
~~Italy~~
~~Liechtenstein~~
~~Luxembourg~~
Malta
~~Monaco~~
~~Netherlands~~
~~Norway~~
~~Portugal~~
Republic of Ireland
~~San Marino~~
~~Spain~~
~~Sweden~~
~~Switzerland~~
~~Turkey~~
United Kingdom inc. Northern Ireland
~~Vatican City State~~

MEMORANDUM OF AGREEMENT made this 20th day of October 1983

B E T W E E N : POINT FOUNDATION
c/o Marlu Literary Agency
15 Redcliffe Square
London SW10 9JX

(hereinafter called the Proprietor, which expression shall where the context so admits include its successors and assigns) on the one part,

A N D :

CORGI BOOKS (a division of Transworld Publishers Limited) Century House, 61/63 Uxbridge Road, London W5/ Transworld Publishers (Aust) Pty. Ltd., 26 Harley Crescent, Condell Park, Sydney, Australia

(hereinafter called the Publishers, which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS it is mutually agreed as follows respecting a work at present entitled: THE WHOLE EARTH SOFTWARE CATALOG

by: Point Foundation

(hereinafter called the said work).

1. (a) The Proprietor grants to the Publishers during the legal term of copyright the exclusive licence to produce, publish and sell the said work ~~or any abridgement or any substantial part of the work~~ in/~~volume~~ trade paperback form ~~throughout the world~~ / in the English language in the United Kingdom (~~including~~/excluding Canada and ~~including~~/excluding the E.E.C.) and in the territories listed in Schedule II hereof, and a non-exclusive licence to publish in the rest of the world excluding the United States, its dependencies and the Philippine Islands, and Canada.

(b) It is understood that the grant of a non-exclusive licence means and implies that a trade paperback edition of the work may be sold in the non-exclusive territories by the Publishers and by one American publishers but not otherwise.

2. (a) The Proprietor hereby warrants to the Publishers that the Proprietor is entitled to grant the licences hereby granted to the Publishers and that it has not made any assignment or granted any